

CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

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March 7, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

**Subject: Mutual Automatic Aid for Fire
and EMS Protection Services
with the County of Roanoke**

Background:

The City of Roanoke and County of Roanoke currently have fire "mutual aid" agreements with each other, as well as a co-staffing agreement for the County's Clearbrook station. Additionally, both jurisdictions are part of a statewide mutual aid agreement. Except for the Clearbrook area, these agreements have specific provisions which require the jurisdiction needing assistance to make a formal request to the providing agency.

The proposed agreement takes mutual aid one step further to "automatic aid." Automatic aid is defined as the appropriate predetermined response to an incident, initiated through the 9-1-1 system of the jurisdiction in which the incident is occurring, without being specifically requested. Response zones are pre-determined and resources committed based on terms of the agreement, usually response time or distance. As required by law, each party will be required to indemnify the other party from all claims by third persons for property damage, personal injury, or death which may arise out of the activities of the assisting party.

Considerations:

The Roanoke Fire-EMS Department will respond into Roanoke County from

The Honorable Mayor and Members of Council
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the Appleton Avenue Station #13 into the North Lakes/Montclair area for first responder medical and fire calls. The City of Roanoke will also respond into the Mt. Pleasant area of the county from the Garden City area Station #11 for fire calls.

Roanoke County will reciprocate by providing full-time firefighter/emergency medical technicians to staff an engine 24/7 in the Hollins station. This engine will provide back-up to city-related fire responses in the north Williamson Road area. In addition, the County will staff a 24/7 ambulance in the Mt. Pleasant station which will respond to medical calls into the Garden City area of the city.

Recommended Action:

Authorize the City Manager to execute the Memorandum of Agreement for Mutual Automatic Aid for Fire and EMS Protection Services with Roanoke County, in substantially the same form as attached hereto; such agreement to be approved as to form by the City Attorney.

Respectfully submitted,



Darlene L. Burcham
City Manager

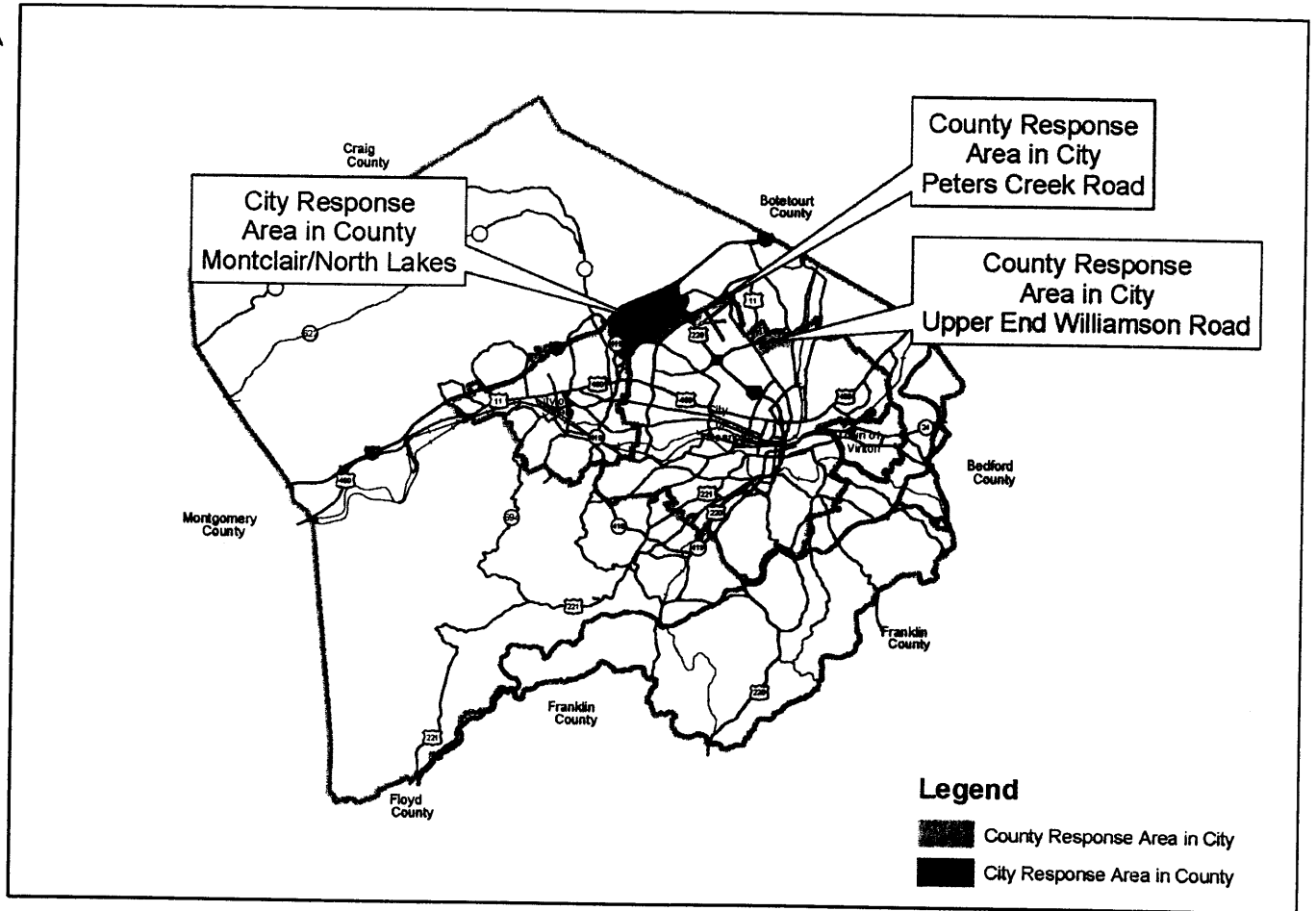
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c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
George C. Snead, Assistant City Manager for Operations
James Grigsby, Fire-EMS Chief

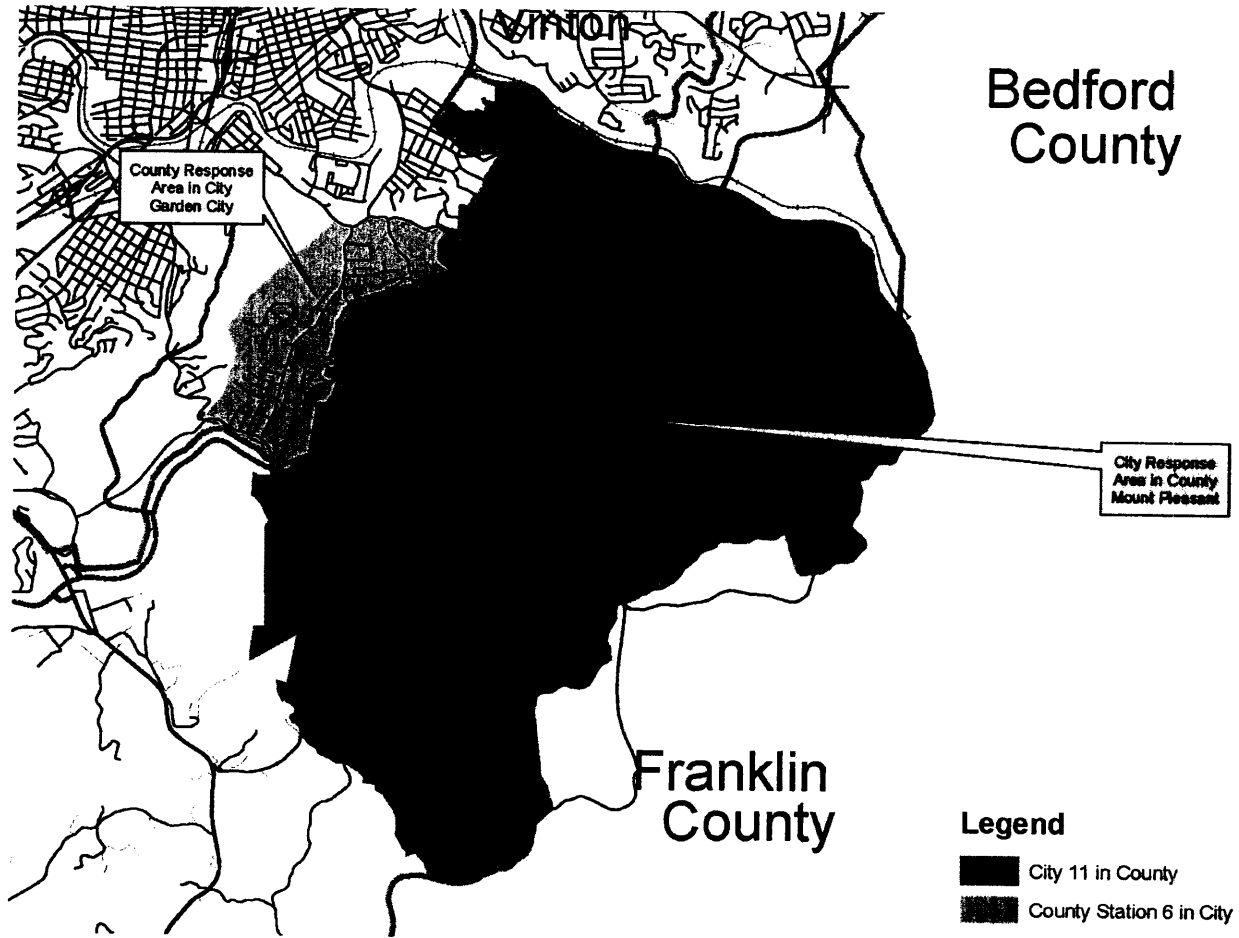
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City Station 13 and County Station 5
City / County Response Area



City Station 11 and County Station 6
City / County Response Area



**FIRE AND EMERGENCY MEDICAL AGREEMENT TO PROVIDE AUTOMATIC
AID BETWEEN CITY OF ROANOKE AND ROANOKE COUNTY**

THIS AGREEMENT made this ____ day of _____, 2005, by and between the **CITY OF ROANOKE**, a municipal corporation of the Commonwealth of Virginia (the "City"), and the **COUNTY OF ROANOKE**, a chartered county of the Commonwealth of Virginia (the "County"),

WITNESSETH:

WHEREAS, §§27-2, 27-4, and 27-23.9, Code of Virginia (1950), as amended, authorize local governments to cooperate in the furnishing of fire and emergency medical response and related rescue issues;

WHEREAS, the City and County have determined that an automatic aid agreement to provide fire and emergency medical response and related rescue services across City and County jurisdictional lines will improve such services in the areas surrounding the Hollins Station and Mount Pleasant Station in the County and Station 11 and Station 13 in the City; and

WHEREAS, it is deemed to be mutually beneficial to the parties hereto to enter into an Agreement concerning the automatic aid reciprocal coverage between such stations with regards to fire and emergency medical response and related rescue services.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, the parties covenant and agree as follows:

1. The County will provide 24-hour/7 days a week fire coverage from the Hollins Station to the City in the upper end of Williamson Road and Peters Creek Road areas as shown on Attachment "A."

2. The City will provide 24-hour/7 days a week first responder and initial fire response from Station 13 to the County in the North Lakes and Monclair areas as shown on Attachment "A."
3. The County will provide 24-hour/7 days a week ALS ambulance response from the Mount Pleasant Station to the City in the Garden City area as shown on Attachment "B."
4. The City will provide 24-hour/7 days a week fire coverage from Station 11 to the County in the Mount Pleasant Station coverage area as shown on Attachment "B."
5. The parties agree to develop and adopt operational, communication, dispatch, safety and medical protocols that meet professional standards. All operational protocols or any alterations to the service areas described herein are to be mutually agreed upon in writing by the Fire Chiefs of the City and County.
6. All fire and emergency medical services and resource personnel, agents and other employees of the parties to this Agreement who are acting pursuant to this Agreement shall have the same powers, rights, privileges and immunities as provided by law in each jurisdiction while providing fire and emergency services.
7. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the County and the City and their fire/emergency medical services and resource personnel within its boundaries shall extend to its participation in the Agreement.
8. All pension, disability, Workers' Compensation, life and health insurance and other benefits to which fire/emergency medical services and rescue personnel are entitled

shall be extended to the services performed by such personnel under this Agreement. Each party agrees that provisions of these benefits shall remain the responsibility of the respective employer of the individuals assigned to provide the reciprocal response.

9. Each party agrees that, in all activities undertaken pursuant to this Agreement, each party hereby waives any and all claims against the other party. The parties shall not be liable to each other for reimbursement for injuries to or death of personnel or damage to equipment incurred when providing services pursuant to this Agreement, including when going to or returning from another jurisdiction. Neither party shall be liable to the other for any other costs associated with or arising from the provision of services or the rendering of assistance under this Agreement, except as specifically provided under this Agreement.
10. Each party shall indemnify and save harmless the other party from all claims by third parties for personal injury and death or property damage which may arise from activities under this Agreement, to the extent permitted by law, as provided in §27-2, Code of Virginia, as amended.
11. Administrative details and future unforeseen issues that may arise from activities associated with the Agreement shall be resolved by a mutually agreed upon solution of the respective Fire Chiefs. Any disagreement between the Fire Chiefs shall be resolved by the City Manager and County Administrator.
12. This agreement shall be effective May 1, 2005, until April 30, 2006. Thereafter, it shall automatically renew for additional terms of one (1) year, unless either party gives at least ninety (90) days prior written notice of termination to the other party.

WITNESS the following signature and seals:

ATTEST:

CITY OF ROANOKE, VIRGINIA

Mary F. Parker, City Clerk

By _____
Darlene L. Burcham, City Manager

ATTEST:

COUNTY OF ROANOKE, VIRGINIA

Diane S. Childers, Clerk

By _____
Elmer C. Hodge, County Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

APPROVED AS TO EXECUTION:

City Attorney

THS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing execution of an agreement with Roanoke County for Fire and Rescue Automatic Aid in Station 11 and Station 13 service areas of the City of Roanoke.

WHEREAS, §§ 27-2, 27-4, and 27-23.9, of the Code of Virginia (1950), as amended, authorize local governments to cooperate in the furnishing of fire and emergency medical response and related rescue issues;

WHEREAS, the City of Roanoke and the County of Roanoke have demonstrated a pattern of successful cooperation through the joint operation of the Fire and Rescue Training Center and in the co-staffing arrangement of the County's Clearbrook station;

WHEREAS, the City and the County have determined that their regional cooperation efforts can be expanded to provide automatic aid for fire and rescue services in each jurisdiction, specifically in the Hollins and Mount Pleasant areas of the County and the North Williamson Road and Garden City areas of the City, by automatically dispatching the closest fire or rescue equipment to an E-911 call, regardless of the location; and

WHEREAS, this cooperative concept of automatic aid to both County and City will improve public safety and service to their citizens by improving response times on both fire and rescue calls in the targeted areas and eliminating the occurrence of emergency equipment actually passing other fire stations on route to an emergency response.

BE IT RESOLVED by the City Council of the City of Roanoke, Virginia, as follows:

1. Council hereby approves the Fire and Rescue Automatic Aid Agreement to provide these services in the North Williamson Road and Garden City areas of Roanoke City and the Hollins and Mount Pleasant areas of Roanoke County, substantially in the form attached to the City Manager's letter dated March 7, 2005, and authorizes the City Manager, or her designee, to execute this Agreement on behalf of the City of Roanoke, in such form as approved by the City Attorney.

2. That the City and the County agree to develop and adopt operational, communication, dispatch, safety and medical protocols that meet professional standards for the effective implementation of this Agreement. All operational protocols are to be mutually agreed upon in writing by the Fire Chiefs of the City and the County.

3. That the services performed and expenditures made under this Agreement shall be deemed to be for legitimate public and governmental purposes and all immunities from liability enjoyed by the City and its fire/emergency medical services and resource personnel within its boundaries shall extend to its personnel wherever located during their participation under this Agreement.

ATTEST:

City Clerk.